

## Judge Finds Transfers Fraudulent

Judge Gardner Greene handed down his decision Wednesday in the replevin case of Benjamin London of Colchester against Deputy Sheriff Gary O'Neil of East Hampton, directing that the replevin property, eleven cows, a horse and a lot of hay be returned to the defendant and that \$500 damages be paid.

Judge Greene's memorandum of decision in the case declares that Benjamin London, Joe Rudne and Harry Rudne were all three guilty of fraud and collusion in a plan intended to prevent the collection of a \$500 note, and that certain sale of the replevin property by these three men is void as against the holder of the note.

### Memorandum of Decision

This is an action of replevin of a number of cattle, one horse and of certain hay and oats, which were attached to the defendant, a deputy sheriff. The plaintiff claims that the cattle, hay, horse and oats were his property, and that he had a right to their immediate possession, and that the defendant in the attachment suit was not his owner.

Counsel agreed in court that the attachment proceedings were legal in every respect, except the question as to the ownership of the personality attached, and that the only question for the court to decide was as to the ownership thereof, whether it belonged to the plaintiff or not. The defendant's claim was that it belonged to Joe Rudne, the defendant in the action in which it was attached. This question of ownership involves the question of the right to immediate possession. Assuming for the time being that the transactions between Joe Rudne, his son Harry, and London were all bona fide and legal, and that London, under the bill of sale to him, exhibit C, got a general property in the attached property, and had conveyed by the conditional bill of sale, exhibit D, to

Harry Rudne a special property in the cattle and horses, had London a right to their immediate possession before they were attached? Clearly he had not, for Harry had, and was entitled to possession of them, until there was some breach of the conditions of the conditional bill, and none had yet occurred. Whether the removal of the cattle and horses by the attaching officer was a "permanent removal" of them within the meaning of the conditional bill of sale, so as to give London an election whether to forfeit and end Harry's interest in the cattle and horses, it is not necessary to decide, for there was a failure by Harry to pay the \$100 installment which fell due August 15, 1918. This failure to pay gave London his election whether or not to end Harry's rights in the cattle and horses. Harry's rights were not forfeited either by the removal on attachment or by his failure to pay, but, by one or both events, London gained a right to elect.

On August 17, 1918, London brought the replevin suit.

This had been no evidence to the contrary, might have been regarded as evidence of an election to forfeit and end Harry's rights, so that London should have merely ownership but also a right of immediate possession. The court recalled London to the witness stand and inquired of him when he exercised his option and made his election to terminate Harry's rights, and he testified that it was not till Sunday, Aug. 18, the day after the personality had been replevined, and that he did it on account of the poor condition of the cows, when they came back from the hands of the attaching officer. Inasmuch as London had not elected to terminate Harry's rights, which he brought his replevin suit, his suit was premature as to everything in the conditional bill of sale, because he then had no right to the immediate possession of the cattle or of anything conditionally sold, and his election cannot be maintained.

There are, however, two other questions in the case, that is, whether there was such a retention of possession by the first owner, Joe Rudne, as to make the sale by him void as against his attaching creditor, and whether the sale was actually fraudulent and made with the express intention of defeating the attaching creditor—and therefore void as against such creditor.

It is to be noticed that there was replevin, in addition to the cattle and horses, a quantity of hay and oats in the north barn. It is understood that this hay and oats were part of the "growing crops" conveyed by the deed and bill of sale from London to Harry Rudne. The existence of the conditional bill of sale therefore does not affect the question whether London had a right to immediate possession of the hay and oats, but the questions of constructive or actual fraud do affect London's right to the hay and oats as well as to the cattle and horse.

The questions of constructive fraud and actual fraud, so far depend upon the same facts, it is difficult to separate them. Facts which are equivocal as to constructive fraud are seen in a different light according to whether bona fides or mala fides is found.

Joe Rudne bought the farm from Mr. and Mrs. Popovich in 1917, paying them some cash, a mortgage note for \$500, and his unsecured note for \$500. The \$500 note came due in May, 1918. Mrs. Popovich requested Joe Rudne to pay her money on Saturday. Mrs. Rudne and her son Harry Rudne for her money, any was told they did not have it. Hearing rumors that Joe would try to cheat her, she sold the two notes to Mrs. Sadie Boratz, a dealer in notes, on May 11, 1918.

The day after Sadie bought the notes, she and Mrs. Popovich met Harry Rudne in Sadie's store and Harry introduced himself as Joe's son, and showed her a letter, which she could not read, but which he said was from the Federal Land Bank, and told her she would get her money on Saturday. Mrs. Rudne told Harry to send his parents to her, and Joe and his wife called on her next day and introduced themselves, and said "You would not hurt us because the note is overdue." Mrs. Rudne replied that

she would not, upon which Mr. and Mrs. Rudne departed, the latter saying, "God bless you." Late in June, Joe Rudne, with his lawyer, went to Mrs. Boratz, and proposed to pay her the \$500 note if she would release the mortgage on the \$300 note. This Mrs. Boratz declined to do. Rudne said that if she did not release her mortgage, he could not get a loan from the Federal Land Bank. Later Rudne asked Mrs. Boratz to have patience and he would pay her.

About the middle of June London received a proposition that he should buy the farm and stock from Joe Rudne. On June 21 he contracted to do so. On July 5 he took a deed of the farm and bill of sale of the horse, cattle and crops from Joe Rudne, paid at the making of the contract and at the passing of the deed \$1,500 and gave a mortgage for \$2,000. The deed conveyed the growing crops to London, but reserved possession of the conveyed premises to the grantor, Joe Rudne, until Oct. 15, 1918.

Jack London, plaintiff's son, was thereupon on the farm a part of the time, to attend to the crops. Joe Rudne made a business of keeping summer boarders, and had that summer from 15 to 15, who expected to remain till October, and for whose support the milk of the cattle was essential. Joe Rudne remained in possession of the premises until Oct. 15. The morning after the sale, i. e., July 6, London made a conditional bill of sale of the cattle to Harry Rudne, and had that summer from 15 to 15, who expected to remain till October, and for whose support the milk of the cattle was essential. Joe Rudne remained in possession of the premises until Oct. 15. The morning after the sale, i. e., July 6, London made a conditional bill of sale of the cattle to Harry Rudne, and had that summer from 15 to 15, who expected to remain till October, and for whose support the milk of the cattle was essential.

Immediately after selling the farm and cattle and crops to London, Joe Rudne went to New York, and disposed of the \$1,500 he had received to his two daughters, and to two men who married them shortly afterward. Harry testified that Joe owed these men money, and that what he gave his daughters was for wedding presents.

Both Joe and Harry knew that it was necessary to have the milk of these cows, or other milk enough for 12 or 15 boarders constantly, and yet Harry testified that Joe sold the cows before they thought what they should do for milk for the boarders, and that he was buying the cows back was an afterthought to provide for their needs.

Harry testified that his father turned the boarders over to him to provide for and collect from, as soon as his father sold the farm and stock.

Soon after the sale of the farm, Joe

Rudne went to Jacob Kalmanowitz to buy his buggy on credit, but Jacob refused to trust him, because he had heard of the transfer of his property to London, and, in order to persuade Jacob to trust him, Joe Rudne said to him, "I want to make a trick with Sadie Boratz, and soon the place and everything will be in Rudne's name again."

Some time later, in a talk with Harry Rudne, Kalmanowitz, asked him, referring to the transfer to London, why he and his father did so, and said that nobody would trust them. Harry replied that he was sorry and said in substance that the \$500 saved would be spent, and that his father and he would have a bad name.

After the Rudnes had asked Mrs. Boratz in June to have patience, and told her they would get a Hirsch fund loan to pay her, Mrs. Boratz heard no more from them until Aug. 15, when, with her husband, she walked to the Rudne farm, and asked for payment of the \$500 note. Joe Rudne told them, "If you can do me something, go ahead and do it." The Boratzes left them, and brought the attachment suit.

Harry Rudne admitted on the stand that he had lied to the sheriff who went to summon his father as a witness in this case, pretending that he was in New York, when he was at the time in the house where Harry and the sheriff were.

Joe Rudne was present in court during the trial, but did not take the witness stand. He had been declared incompetent and conduct attributed to him. After the conveyance from Joe Rudne to London, John Kessler went to London, who was then agent of the Federal Land Bank, to borrow money of it. London told him, "I don't believe you can get it. I don't believe Sadie Boratz will let you have money. I fixed it so that she is going to have trouble with Rudne."

I find as a fact that the sale and conveyance of the farm and stock and crops from Joe Rudne to London and the conditional sale by London to Harry Rudne and the reconveyance of the farm by London to Harry Rudne were all collusive and parts of a fraudulent plan intended to prevent the collection of the \$500 note by Sadie Boratz, and that all these transactions are void as against her.

The tale of the replevin property by Joe Rudne to London and the conditional sale by London to Harry Rudne are void as against Sadie Boratz, both on account of retention of possession by Joe Rudne and of actual fraud by all said three parties to the transfers.

Justice is rendered for the return of the replevin property to the defendant and \$500 damages.

Counsel for both parties agreed that only nominal damages should be recovered by the successful party.

### EPWORTH LEAGUE HAS PARTY AT THAMESVILLE

The Epworth League of Trinity Methodist church gave a lawn party Tuesday evening at the home of Mr. and Mrs. Pearl Roberts on West Thames street. Much entertainment was afforded by the various attractions. The great Charlie Chaplin, impersonated by Robert Gray, afforded no end of amusement. The celebrated harlequins, played by Pearl

Roberts, LeRoy Fielding and Christopher Allen, added to the fun.

Miss Georgie Fillmore told the fortunes. Miss Isabel Shantz was in charge of the various games. Christopher Allen and Miss Mary Gray served punch. Harry Eastland and Mrs. Eastland sold ice cream. The Misses Bertha Hahn and Miriam Bergstrom were in charge of the fish pond. Mrs. Roberts and Miss Edith Maynard dispensed the sandwiches.

The booths and grounds, gaily decorated with Japanese lanterns, gave the needed touch to the gayety. A goodly sum has been added to the treasury of the Epworth League. The committee in charge of the entertainment was composed of the following members of the league: Pearl Roberts, chairman; Mrs. Roberts, Mr. and Mrs. Harry Eastland, Misses Mary Gray, Bertha Hahn, Edith Maynard, Miriam Bergstrom and Christopher Allen.

**VISITOR IN NORWICH HAS SEEN MUCH WAR SERVICE**

Louis Gooding, a veteran of the world war who served with the English and Canadian armies in France and Belgium, is the guest of John J. Manning, also a world war veteran, of No. 88 Fourth Street. Manning and Mr. Gooding fought side by side in several of the big battles of the war in Belgium and France.

Mr. Gooding, whose home is at Fulham, London, S. W., came to Norwich from Toronto, via Montreal, arriving here Wednesday afternoon. After spending a few days here he expects to leave for his home in London where he will spend some time before returning again to Canada.

When England declared war on Germany, Mr. Gooding enlisted in the English army and after seeing active service in France was invalided home to England and discharged. He then served on troop ships between England and Canada and was in Halifax, N. S., at the time of the big explosion in that city.

While in Halifax he enlisted in the Canadian army and was assigned to the 5th C. M. R., in which outfit he met Mr. Manning who had himself enlisted from Norwich a short time previous.

Mr. Gooding and Mr. Manning saw active service in France and Belgium for about a year. After the armistice was signed Mr. Gooding was discharged in London. Mr. Manning received his discharge in Canada.

Upon receiving his discharge from the Canadian army Mr. Gooding enlisted in the Imperial Fusiliers and served his country in India from June to September, 1919, when he again returned to civilian life.

### A. F. OF L. STANDS FOR GOVT OWNERSHIP OF RAILROADS

Denver, June 22.—Reaffirming its stand for government ownership with democratic operation of the railroads, the convention of the American Federation of Labor today directed its executive committee to draw up proposed legislation designed to give the workers through government regulation equal rights and privileges with capital in organized enterprises.

The convention sustained the action of the resolutions committee in striking out of the resolution a phrase that would have put organized labor on record as declaring for government control and democratic operation of "all industries."

Mr. Lewis said the miners still had, under consideration the problem of nationalization of the mines and he declared for "government control of those basic industries where the workers feel such policy was essential and desired."

The council was directed to "assist the recognized railroad labor organization by every effort within their power in have proper legislation enacted providing for government ownership and democratic operation of the railroad system of the United States."

After disposal of the railroad resolution the convention worked fast until the question of unemployment insurance was reached. A spirited debate preceded adoption of the committee's report. The insurance provision was eliminated, leaving only a recommendation that every state organization use immediate understanding of contemplated public works to relieve unemployment.

Condemnation of the Hearst newspaper for publication of an account of a Chicago labor meeting which the convention termed "an example of the around-gangs in which the Hearst newspaper are engaged and which has for its purpose the destruction of organized labor" was voted. The resolution condemned "the practice of those newspapers and other publications which resort to misrepresentation and falsehood."

Other action of the convention included: Adoption of the executive committee report asking the United States to take a leading step for world-wide disarmament by agreement.

"Commendation of Secretary Denby of the War Department for his commendable action on Admiral Sims' speech in London."

Ignorance hurts less than the knowledge of things we don't know.

**SHU-FIX**  
Franklin Square

**Shea's News Bureau**  
MAGAZINE SPECIALIST  
UNION SQUARE

**Nickel Plating**  
UNITED METALS MFG. COMPANY, Inc.  
Norwich, Conn.

**"You Can Do No Better Than Buy Our Wurst."**  
No Salad Complete Without

**Thumm's Home-Made Mayonnaise**  
THUMM'S DELICATESSEN STORE  
40 Franklin Street

**194th DIVIDEND**  
Office of the  
Norwich Savings Society,  
Norwich, Conn., June 11, 1921.

THE DIRECTORS OF THIS SOCIETY HAVE DECLARED OUT OF THE EARNINGS OF THE CURRENT SIX MONTHS, A SEMI-ANNUAL DIVIDEND AT THE RATE OF FOUR PER CENT. PER ANNUM, PAYABLE TO DEPOSITORS ENTITLED THERETO ON AND AFTER JULY 15th, 1921.

COSTELLO LIPPITT, Treasurer.  
June 11, 1921.

**TO NEW YORK**  
New London (Norwich) Line  
Fare \$3.11, Inc. War Tax  
Enjoy this cool, over night trip down the Sound and reach your destination happy, refreshed and satisfied. Excellent service throughout.

Leave New London daily except Sunday, at 10:00 a. m. Due New York, 6 a. m. Commencing Sunday, July 10, Steamer leaves daily including Sunday at 10:00 p. m.

**The New England Steamship Co.**  
WHEN YOU WANT to put your trust before the public, there is no medium better than the advertisement of the Bulletin.



**Always Nearly Empty—the Faultless Jar**  
It seems almost impossible to keep enough Faultless Mayonnaise Salad Dressing on hand. Just when it is most needed, some one has made a few extra sandwiches or one of the children has been foraging in the ice chest and perhaps plans for dinner are spoiled.

Best keep an extra jar ahead all the time. It keeps almost indefinitely in the ice chest.

**FAULTLESS MAYONNAISE SALAD DRESSING**  
On Sale at most Grocery Stores  
Distributed by  
Crown Food Products Corporation  
Providence

organized under corporate grants and privileges.

In authorizing the legislative program the convention overthrew the majority report of the resolutions committee, which provided only aid for the railroad unions in their fight for government ownership of the railroads.

The debate was long and stormy; opponents of the minority report declared that its declarations were "socialistic and red" and were designed to extend government ownership to all basic industries of the country, including the mines, textile, iron and steel, sugar and book industries. They were answered with the argument that the declarations set forth a "sound and constructive policy for organized labor" and "there was no socialistic, bolshevik, communism or anarchism in it."

Because of objections of International Seamen's Union and the Teamsters' union delegates to government control of their industry the convention amended the declaration so that it would apply only to the railroad systems.

One of the chief supporters of the report involving the application of principles of government ownership to all basic industries was President John L. Lewis of the United Mine Workers, who is a candidate for the presidency of the United States.

Mr. Lewis said the miners still had, under consideration the problem of nationalization of the mines and he declared for "government control of those basic industries where the workers feel such policy was essential and desired."

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"Commendation of Secretary Denby of the War Department for his commendable action on Admiral Sims' speech in London."

Ignorance hurts less than the knowledge of things we don't know.

**DON'T DESPAIR**

If you are troubled with pains of aches; feel tired; have headache, indigestion, insomnia; painful passage of urine, you will find relief in

**GOLD MEDAL HARLEM OIL CAPSULES**

The world's standard remedy for kidney, liver, bladder and uric acid troubles and National Remedy of Holland since 1894. Three sizes, all druggists. Guaranteed. Look for the name Gold Medal on every box and accept no imitation.

**TO NEW YORK**  
New London (Norwich) Line  
Fare \$3.11, Inc. War Tax  
Enjoy this cool, over night trip down the Sound and reach your destination happy, refreshed and satisfied. Excellent service throughout.

Leave New London daily except Sunday, at 10:00 a. m. Due New York, 6 a. m. Commencing Sunday, July 10, Steamer leaves daily including Sunday at 10:00 p. m.

**The New England Steamship Co.**  
WHEN YOU WANT to put your trust before the public, there is no medium better than the advertisement of the Bulletin.

## THE PORTEOUS & MITCHELL CO.

With a Buying Organization Constantly on the Alert, There Are But Few of the Good Things That Really Get Past Us.

HERE IS AN EXTRAORDINARY OFFERING OF  
**WHITE GOODS**

Thousands of Yards of Staple and Novelty White Goods At Practically Pre-War Prices

### EXTRAORDINARY SPECIAL VALUES

One case of 36-inch English Long-Cloth, medium-weight and quality, ten-yard pieces—Special price a yd. 12½c

36-inch Cameo Ladies' Cloth, for Underwear, in short lengths, 2 to 5 yards, recently sold as high as 50c—Special price a yard 15c

40-inch White Organdie, good, medium grade, regular value 75c—Special price a yard 49c

45-inch White Organdie, all the vogue these days, for Waists and Dresses, warranted permanent finish, regular value \$1.00—Special price a yard 69c

Plain White Voile, in a limited quantity, our regular 50c quality—Special price a yard 33c

36-inch high-grade White Gabardine, ideal skirting, regular 98c value—Special price a yard 49c

36-inch extra quality Electric Wash Satin, beautiful lustre, perfect finish, regular \$1.50 value—Special price a yard 98c

36-inch plain white Middy Twill, very desirable for Tub Skirts, Boys' Waists, Middies, Nurses' Uniforms, etc., formerly 50c—Special price a yard 25c

36-inch Colored Ramie Linen, in Copenhagen, rose, light blue, lavender, brown, gray and green—Special price a yard \$1.25

36-inch Colored Handkerchief Linen, in rose, Copenhagen, lavender, etc.—Special price a yard \$1.19

### EXTRAORDINARY SPECIAL VALUES

1,000 yards of Bleached Muslin, 36-inch, Fruit of the Loom, Hill and Lonsdale, short-lengths, regular value 25c—Special price a yd. 16c

36-inch "Indian Head" Suiting, the popular summer fabric for all purposes, in the new Linen finish—Special price a yard 22c

36-inch and 40-inch Novelty White Goods, such as Voiles, Batiste, etc., in neat patterns for Waists and Dresses, regular 59c value, at 39c

36-inch and 40-inch Novelty White Goods, in the finer grades, a splendid variety, regular 79c and 98c value, at 59c

One lot of White Madras, in striped designs for Tailored Waists, Men's Shirts, etc., regular 50c and 69c values, at 25c

One lot of fine, high-grade Madras Shirting, in assorted designs, regular 75c and 98c values, at 49c

36-inch Colored Ramie Linen, in Copenhagen, rose, light blue, lavender, brown, gray and green—Special price a yard \$1.25

36-inch Colored Handkerchief Linen, in rose, Copenhagen, lavender, etc.—Special price a yard \$1.19

## EXTRAORDINARY OFFERING OF FINE VOILES

This morning, we place on sale, 250 yards of the very highest grade Novelty Voiles, in neatly embroidered designs—Special Price—**79c A YARD**

Regular Values \$1.25 to \$1.98 a Yard.

## 2,000 YARDS OF COLORED VOILES

WONDERFUL VALUES—IN TWO LOTS

LOT 1—40-inch and 45-inch Printed Voiles, in the much wanted small designs on dark grounds, regular 98c value—Special price a yard 39c

36-INCH PERCALES, AT 14c  
One case of standard grade, 36-inch Percales, in 5 to 10-yard lengths, small figures, stripes, checks, etc.—Special price 14c a yard.

36-INCH RATINE, AT 49c  
36-inch Ratine, the much wanted fabric in six of the leading plain colors—Special price 49c a yard.

**THE PORTEOUS & MITCHELL CO.**

## Bumsteads Worm Syrup

"To children an angel of mercy." Where directions are followed, NERVE FAILS. Despite severity and enormous doses of SALTAX, it contains full dose. Stood sixty years' test, sold everywhere or by mail, 50c a bottle.

Est. C. A. Voorhees, M. D., Philadelphia



## Civilization's Greatest Achievement

Some Eskimos were brought down to Edmonton, Alberta, on official business. They had never before been south of the Arctic Circle.

They had never seen a street, a town, a window, or a wooden door. A bed, a water tap, and an electric light produced completely new sensations. Street cars were unknown to them; telephones unheard of; trains not to be believed even when beheld.

They had never seen an automobile until someone took them riding in one. They had never set their eyes on an airplane until someone did his most daring stunts in one to thrill them. They had never even seen a movie!

But what do you suppose moved them most in the whole bag of tricks which civilization produced for their amusement and amazement?

What seemed to them the greatest wonder of all?

The cold storage plants! The White Man didn't always have to hunt and fish when he wanted to eat!

Here was civilization's greatest gift, its greatest benefaction.

This feature of civilization makes it possible for Swift & Company, in the season of over production, to store a supply of food for distribution in the season of scant, or non-production. Thus we are able to maintain for all a constant supply of such choice and necessary foods as Premium Milk-fed Chickens, Brookfield Butter and Brookfield Eggs.

Swift & Company, U. S. A.

Norwich Local Branch, 7 Commerce St.  
H. C. Adams, Manager

**Brookfield Eggs**

**Brookfield Butter**

**Brookfield Chickens**